BILL NO. S-90-07-16

SPECIAL ORDINANCE NO. S-181-90

AN ORDINANCE approving the awarding of Reference #948 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **DEEDS EQUIPMENT COMPANY, INC.** for the Water Pollution Control Maintenance Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #948 between the City of Fort Wayne, by and through its Department of Purchasing and **DEEDS EQUIPMENT COMPANY, INC.** for the Water Pollution Control Maintenance Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the purchase of a sewage by-pass pump system for the Water Pollution Control Maintenance Department;

involving a total cost of Twenty-Nine Thousand Six Hundred Seventy-Eight and no/100 Dollars.

SECTION 2. Prior Approval has been requested from Common Council on July 10, 1990. Two copies of said Reference are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

REF. NO.:	948
DEPT.:	WPC MAINTENANCE
DATE:	7/2/90
ITEM/SERV.:	SEWAGE PUMP

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	5/2 & 5/9
OPENING DATE:	5/24/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	23
NO. OF VENDORS RECEIVING BID:	11
NO. OF VENDORS RETURNING BID:	2
NO. OF VENDORS DISQUALIFIED:	1
NO. OF VENDORS NOT RESPONDING:	21
DATE SENT TO DEPT FOR RECOMM.:	5/24/90
DATE RECOMMENDATION REC'D IN PURCH:	6/27/90

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	7/2/90	
INTRODUCTION DATE:	7/10/90	
DISCUSSION DATE:	7/17/90	
PASSAGE DATE:	7/24/90	
ORDINANCE NO.:		

REFERENCE NO. 948
SEWAGE PUMP
OWPM071

DESCRIPTION	QTY	DEEDS EQUIP	DOHENY SUPPLIES
SEWAGE PUMP	1	$29,678.00	DISQUALIFIED*
DELIVERY ARO		45 DAYS	

*NON-COLLUSION AFFIDADIT NOT SIGNED OR SEALED

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 5-24-90 @ 11:00 AM BID REFERENCE # 948

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR SEWAGE BY-PASS PUMP SYSTEM

PER SPECIFICATIONS

AND REQUESTED BY WATER POLLUTION CONTROL MAINTENANCE

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Deeds Equipment Company, Inc.

STREET ADDRESS 8015 E. 45th Street

CITY Lawrence PHONE # 1-800-841-4028

BY John K. Brennan
REPRESENTATIVE SIGNATURE
John K. Brennan, President

W.P.C.M.D.
CITY UTILITIES
CITY OF FORT WAYNE

503 E. WALLACE ST
FORT WAYNE, IN 46803
(219) 427 1255

BID PRICE PAGE
BASE BID

SEWAGE BY-PASS PUMP SYSTEM
(Per attached Specifications)

H & H PUMP COMPANY SEWER BY-PASS SYSTEM

BID PRICE $ 29,678.00 twenty-nine thousand six hundred seventy-eight and no/100 dollars
(Price in Words)

DELIVERY AFTER RECEIPT OF ORDER: 45 days (Calendar)

COMPANY NAME:

John K Brennan
(Company Bidder's Signature)
John K. Brennan, President

Deeds Equipment Co., Inc.
(Bidder's Typed Name)

DATE: May 24, 1990

W.P.C.M.D.
CITY OF FORT WAYNE

SPECIFICATIONS

SEWAGE BY-PASS PUMP SYSTEM

IN ORDER TO AVOID EXPERIMENTAL, UNTRIED EQUIPMENT, NO UNIT WILL BE ACCEPTED WITHOUT MEETING THE CRITERIA BELOW: IT IS THE INTENT THAT THIS UNIT WILL HAVE AN ANTICIPATED LIFE OF OVER TEN YEARS. THE FOLLOWING GENERAL QUESTIONS SHOULD BE ANSWERED BY THE MANUFACTURER. ONLY BIDS FROM MANUFACTURERS WHO HAVE EXPERIENCE IN MANUFACTURING SEWAGE BY-PASS PUMP SYSTEMS WILL BE CONSIDERED.

HOW LONG HAS MANUFACTURER BEEN IN THE BUSINESS OF MANUFACTURING SEWAGE BY-PASS PUMP SYSTEMS?

10 YRS.

IS UNIT BID A CURRENT PRODUCTION MODEL:

X YES ____ NO

BIDDER HAS ENCLOSED MANUFACTURE'S LITERATURE, SPECIFICATIONS AND ALL PERTINENT INFORMATION CONCERNING THIS BID?

X YES ____ NO

BIDDER PROPOSAL WAS FILLED OUT THOROUGHLY AND ALL PERTINENT INFORMATION REQUESTED WAS PROVIDED AND ANY DEVIATIONS THOROUGHLY EXPLAINED?

X YES ____ NO

W.P.C.M.D.
CITY OF FORT WAYNE

GENERAL PROVISIONS AND REQUIREMENTS

1. DEMONSTRATION OF THE EQUIPMENT

   THE W.P.C.M.D. REQUIRES EACH SUPPLIER DEMONSTRATE THE EQUIPMENT THEY SHALL SUPPLY PRIOR TO BID OPENING. FAILURE TO DEMONSTRATE SAID EQUIPMENT SHALL BE CAUSE FOR DISQUALIFICATION OF THE PROPOSAL.

2. PATENT INDEMNIFICATION

   THE SUPPLIER SHALL INDEMNIFY AND SAVE HARMLESS THE W.P.C.M.D., CITY UTILITIES AND CITY OF FORT WAYNE, AND ALL CITY UTILITIES/CIVIL CITY PERSONNEL FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM OR ANY OF THEY, FOR OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND IT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE W.P.C.M.D., CITY UTILITIES AND/OR THE CITY OF FORT WAYNE AS A NECESSARY REQUIREMENT IN CONNECTION WITH FINAL EXECUTION OF ANY CONTRACT IN WHICH SUCH PATENTED APPLIANCES, PRODUCTS OR PROCESSES ARE USED.

REFERENCE WITHIN THE SPECS TO A BRAND NAME OR MANUFACTURER'S NAME OR SPECS ARE FOR REFERENCE ONLY, AND MAY BE SUPPLIED WITH AN APPROVED SUBSTITUTE OF EQUAL OR BETTER QUALITY.

INFORMATION TO BE FURNISHED BY SUPPLIER (SEE ENCLOSED PAGES)

EACH SUPPLIER SHALL FURNISH THE FOLLOWING INFORMATION WITH ITS PROPOSAL: (PLEASE CHECK EACH ITEM TO INDICATE COMPLIANCE)

A.	BID PRICE PAGE	YES
B.	DETAILED COMPONENT LIST INCLUDING SPARE PARTS	YES
C.	COMPLETE SYSTEM SPECIFICATIONS	YES
D.	LITERATURE DESCRIBING ALL MAJOR COMPONENTS IN DETAILS TO INCLUDE ALL OPTIONAL EQUIPMENT	YES
E.	PHOTOGRAPHS OF A COMPLETE UNIT IDENTICAL TO THE ONE TO BE SUPPLIED	YES

W.P.C.M.D.
CITY OF FORT WAYNE

F. COMPLIANCE TO THE SPECIFICATIONS SHALL BE ANSWERED BY A YES OR NO, AND DEVIATIONS AND/OR EXCEPTIONS SHALL BE CLEARLY INDICATED ON AN ATTACHED SHEET AND REFERENCE BY COMPONENT TO AID IN PROPER EVALUATION

YES

G. SUPPLY FULL DETAILS OUTLINING WARRANTY

YES

H. EACH BIDDER SHALL FURNISH WITH THE BID DOCUMENT A STATEMENT FROM A CERTIFIED SURETY COMPANY THAT THEY SHALL BE PREPARED TO FURNISH A 100% PERFORMANCE BOND WITHIN 10- DAYS AFTER NOTIFICATION OF THE AWARD. THE PERFORMANCE BOND SHALL BE FORFEITED IN THE EVENT THE EQUIPMENT IS NOT DELIVERED AS SPECIFIED OR IN THE EVENT IT DOES NOT OPERATE IN ACCORDANCE WITH THE SPECIFICATIONS

YES

I. SUPPLY FULL DETAILS OUTLINING SERVICE POLICY INCLUDING FACTORY PARTS AND AVAILABILITY OF FULL-TIME STAFF (TECHNICAL, ORDER/SHIPPING)

YES

J. CERTIFICATE OF INSURANCE

THE SUCCESSFUL BIDDER SHALL SUPPLY A MINIMUM OF $1,000,000 OF BODILY INJURY AND PROPERTY DAMAGE INSURANCE, INCLUDING BUT NOT LIMITED TO A BROAD FORM LIABILITY ENDORSEMENT AND PRODUCTS AND COMPLETED OPERATIONS COVERAGE. A CERTIFICATE OF INSURANCE SHOWING THE $1,000.000 COVERAGE SHALL BE PROVIDED WITH THE BID. FAILURE TO SUPPLY THE CERTIFICATE OF INSURANCE SHALL BE CONSIDERED SUFFICIENT CAUSE FOR REJECTING THE BID.

YES

LIST OF 5 OR MORE MUNICIPAL AND/OR PRIVATE CONTRACTOR USERS OF YOUR FIELD SERVICE THAT ARE LOCATED IN INDIANA WHO CAN ATTEST TO ITS EFFECTIVENESS.

	MUNICIPALITY/CONTRACTOR	PHONE #	MONTH & YEAR PURCHASED
1.	City of Indianapolis	317-353-2111	1987 & 1988
2.	South Bend Sewer	219-277-8195	1987 & 1989
3.	City of Valparaiso	219-464-2346	1988
4.	City of Warsaw	219-269-1412	1981
5.	Town of Sheridan	317-758-5293	1989

LIST OF 5 MUNICIPAL AND/OR PRIVATE CONTRACTOR USERS OF YOUR FACTORY PARTS AND SERVICE CENTER WHO CAN ATTEST TO ITS EFFECTIVENESS.

	MUNICIPALITY/CONTRACTOR	PHONE#	MONTH & YEAR PURCHASED
1.	City of Indianapolis	317-353-2111	1987 & 1988
2.	South Bend Sewer	219-277-8195	1987 & 1989
3.	City of Valparaiso	219-464-2346	1988
4.	City of Warsaw	219-269-1412	1981
5.	Town of Sheridan	317-758-5293	1989

LIST FULL DETAILS OUTLINING YOUR SERVICE POLICY INCLUDING FACTORY PARTS AND AVAILABILITY OF FULL-TIME STAFF (TECHNICAL, ORDER/SHIPPING)

Deeds Equipment Company, Inc.
8015 East 45th Street
Lawrence, Indiana 46226

800-841-4028
317-545-3331

Hours: 9:00 a.m. - 5:00 p.m.
Monday - Friday

Week-ends, holidays, evenings
Call 317-823-1838 collect

Deeds Equipment Company, Inc.
2203 Michigan Road
Plymouth, Indiana 46563

800-234-6548
219-784-2500

Hours: 9:00 a.m. - 5:00 p.m.
Monday - Friday

Week-ends, holidays, evenings
Call 317-823-1838 collect

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: May 24, 1990

1. Governmental Unit: City of Fort Wayne/Allen County
2. County: Allen County
3. Bidder (Firm): Deeds Equipment Company, Inc.
   Address: 8015 East 45th Street, Box 26036
   City/State: Lawrence, Indiana 46226
4. Telephone Number: 800-841-4028: 219-784-2500: 800-234-6548
5. Agent of Bidder (if applicable): John K. Brennan, President

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne/Allen County (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John K. Brennan
Signature of Bidder or Agent

John K. Brennan, President

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
			see attached		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
MARION COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

DEEDS EQUIPMENT COMPANY, INC.
Bidder (Firm)

John K. Brennan
Signature of Bidder or Agent

JOHN K. BRENNAN, PRESIDENT

Subscribed and sworn to before me this 24th day of May, 1990

My Commission Expires: 10/27/90

County of Residence: MARION

Antoinette M. Denny
Notary Public

Antoinette M. Denny
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

No. 1042292

BID BOND TO ACCOMPANY MERCHANDISE PROPOSALS

KNOW ALL MEN BY THESE PRESENTS, That DEEDS EQUIPMENT COMPANY INC

8015 E 45TH ST INDPLS IN 46226

as Principal, and FEDERATED MUTUAL INSURANCE COMPANY as Surety, are held and firmly bound unto

CITY OF FORT WAYNE PURCHASING DEPT. ROOM 350

FORT WAYNE IN 46802 , as Obligee,

in the sum of 5% OF THE BID Dollars,

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid for the following articles: SEWAGE BY PASS PUMP SYSTEM

NOW, THEREFORE, if the bid of the aforesaid Principal shall be accepted by the aforesaid Obligee and the Principal shall faithfully perform the terms and conditions of the accompanying bid as may be required, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 24TH day of MAY A. D. 19 90

DEEDS EQUIPMENT COMPANY INC

John K. Brennan

John K. Brennan, President
Principal

Federated Mutual Insurance Company
Surety

Rebecca Anderson
Attorney-in-fact

AF-19 Ed. 5-70

Printed in U.S.A.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

REBECCA ANN KELM of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its First Vice President and Secretary this the 2ND day of FEBRUARY 1990.

FEDERATED MUTUAL INSURANCE COMPANY

BY _____
First Vice President

(SEAL)

and BY _____
Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 2ND day of FEBRUARY 1990 personally appeared before me, the undersigned notary public, DONALD RAY HUFF and F. H. HEISEKE to me personally known, who, each being duly sworn by me, did say that they are respectively the First Vice President and Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said DONALD RAY HUFF and F. H. HEISEKE acknowledge said instrument to be the free act and deed of said Corporation.

(SEAL)

_____

EVELYN KAPLAN
NOTARY PUBLIC - MINNESOTA
STEELE COUNTY
My Commission Expires June 30, 1991

PA-MO

FEDERATED INSURANCE
121 East Park Square
P.O. Box 328; Owatonna, MN 55060
Phone: (507) 455-5200
Toll Free MN only: 800-722-2250; Except MN: 800-533-0472

May 16, 1990

DEEDS EQUIPMENT CO INC
8015 E 45TH ST
INDIANAPOLIS IN 46226

RE: City of Fort Wayne, IN Bid Bond #1042292

Dear Sirs:

This is to acknowledge that Federated Mutual Insurance Company will write the 100% performance bond for Deeds Equipment Company Inc., if they are awarded the bids.

Thank you.

Jackie Reider

Jackie Reider
Bond Specialist
le

CERTIFICATE OF INSURANCE

This Certificate is issued as a matter of information only and confers no rights upon the Certificateholder. This Certificate does not amend, extend, or alter the coverage afforded by the policies listed below. The policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms.

This is to certify that the insurance policies numbered below have been issued by this company and for the coverages and limits of liability as shown.

* Insured: 206-027-5

DEEDS EQUIPMENT COMPANY INC
8015 E 45TH STREET
INDIANAPOLIS IN 46226

A Certificate has been filed with each Certificateholder on the attached list.

PLEASE REVIEW THE LIST AND INFORM US OF ANY CHANGES WHICH SHOULD BE MADE

GENERAL LIABILITY

Policy Number: 9021394 Effective Date: 12/15/89 Expiration Date: 12/15/90

Coverages:

Commercial General Liability - Occurrence

Limits of Liability:

General Aggregate: $1,000,000 Medical Expense (Any one person): $5,000

Personal & Advertising Injury: $500,000 Each Occurrence: $500,000

Products and Completed Operations Aggregate: $1,000,000

AUTOMOBILE OR GARAGE LIABILITY (No Fault is provided if required by Statute)

Policy Number: 9021394 Effective Date: 12/15/89 Expiration Date: 12/15/90

Vehicles Covered:

All Autos

Hired Autos

Non owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: $500,000 Each Accident

UMBRELLA LIABILITY

Policy Number: 9021395 Effective Date: 12/15/89 Expiration Date: 12/15/90

Limits of Liability:

Bodily Injury and Property Damage Combined: $3,000,000 Each Occurrence $3,000,000 Aggregate

WORKERS COMPENSATION

Policy Number: 013791 Effective Date: 12/15/89 Expiration Date: 12/15/90

Limits of Liability: STATUTORY

Employers Liability Limits:

Bodily Injury by Accident: $500,000 Each Accident

Bodily Injury by Disease: $500,000 Policy Limit $500,000 Each Employee

Fred C. Austin
PRESIDENT

F H Weiseke
SECRETARY

FEDERATED MUTUAL INSURANCE COMPANY
121 East Park Square
Owatonna, MN 55060

FEDERATED INSURANCE

IL-F-14 (05-88 C) D116JHH

H & H Pump Company Inc.

408 Sixth Street
P.O. Box 486
Clarksdale, Mississippi 38614
Phone: 601/627-9631

CONDITIONS OF SALE

All orders and agreements must be in writing and are not valid unless accepted at the home office of H & H Pump Company, Inc. in Clarksdale, Mississippi.

No agreement deviation or change of any kind shall be binding on H & H Pump Company, Inc unless in writing and signed by an authorized officer of the company.

The Purchaser agrees to examine the apparatus and goods on receipt thereof and immediately report any breakage or shortage to H & H Pump Company, Inc. and to the carrier.

The right is reserved to change or withdraw the terms of credit at any time at the option of H & H Pump Company, Inc

All dates of shipments are contingent upon strikes accidents, delays of carriers, or other causes which are unavoidable or beyond the control of H & H Pump Company, Inc.

All orders are for firm delivery and are not subject to cancellation or change

The right to correct stenographic errors is reserved.

H & H Pump Company, Inc reserves the right to make changes in design, improvements and additions in and to its products at any time without imposing any liability or obligation on itself to apply or install the same in any product manufactured prior thereto.

All apparatus and goods are guaranteed by H & H Pump Company, Inc. to the extent shown in the "Product Warranty" below

Neither present nor future federal, state, or local taxes are included in H & H Pump Company, Inc 's prices, but must be added to the purchase price.

If payment for goods or apparatus is made in installments, whether evidenced by notes, trade acceptances or otherwise, the entire balance of the purchase price shall become due and payable immediately in the event there is default in any payment or installment at the time the same becomes due.

H & H Pump Company, Inc. shall not be liable for any damage to property whether real, personal or otherwise for damages or injury to any person or persons arising out of the use of its products, nor shall H & H Pump Company, Inc. be held liable for the installation of any safeguards, notices of danger or warning devices, nor lack thereof whether required by law or not

PRODUCT WARRANTY

All products are warranteed by H & H Pump Company, Inc to be free of defects in materials and workmanship for a period of one (1) year after shipment from its plant, provided that the product is properly installed and maintained in accordance with H & H Pump Company, Inc s instructions and recommendations, and provided that it is used under normal operating conditions.

This warranty is limited to the replacing and or repairing by H & H Pump Company, Inc. of any part or parts which have been returned to it with H & H Pump Company, Inc.'s written authorization and which in H & H Pump Company, Inc.'s opinion, are defective, (except that parts purchased by H & H Pump Company, Inc. and installed in the equipment will carry original Manufacturers Warranty only), provided that all transportation charges and any and all sales and use taxes, duties, imports or excises for such part or parts shall be paid for by the Buyer. H & H Pump Company, Inc shall have the sole right to determine whether defective parts shall be repaired or replaced.

This warranty does not cover any customer labor charges for replacement of parts, adjustments or repairs, or any other work, unless such charge shall be assumed or authorized in advance by H & H Pump Company, Inc.

This warranty shall not apply to any product which, in the judgment of H & H Pump Company, Inc shall have been subject to misuse or neglect, or shall have been repaired or altered outside H & H Pump Company, Inc.'s plant in any way which may have impaired its safety, operation or efficiency, nor to any product which has been subject to accident

This warranty shall not apply if any part not manufactured or supplied by H & H Pump Company, Inc for use in any of its products shall have been substituted and used in place of a part manufactured or supplied by it for such use

These warranties supersede and supplant any and all other warranties, guarantees and representations, expressed or implied, and any obligations or liabilities of H & H Pump Company Inc. to the Buyer arising out of the use of the said product and no agreement or understanding varying or extending the same shall be binding upon H & H Pump Company, Inc unless in writing, signed by a duly authorized officer of the company

H & H PUMP COMPANY, INC.

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Conference Room 128~~, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT				✓
TALARICO	✓			

DATED: 7-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-181-90 on the 24th day of July, 1990,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1990 at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of July, 1990, at the hour of 4:30 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

THE CITY OF FORT WAYNE

July 3, 1990

The Common Council
Fort Wayne IN

RE: Reference No. 948

Gentlemen and Mrs. Bradbury:

The Department of Purchases respectfully requests "Prior Approval" of Reference No. 948, with respect to the purchase of a sewage by-pass pump system for the WPC Maintenance Department. Due to time constraints involved in the funding, the Department would like a "Prior Approval". The cost reflects the most responsive of two (2) vendors and should be awarded to Deeds Equipment in the amount of $29678.00. This will be assigned a purchase order number upon Councilmanic Approval.

DEPARTMENT OF PURCHASES

Gloria J. Goeglein

Gloria J. Goeglein

APPROVED:

CITY OF FORT WAYNE

Paul Helmke, Mayor

ATTEST:

Sandra Kennedy, City Clerk

Attachment

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 948 for the purchase of a sewage by-pass pump system for the WPC Maintenance Department. The cost reflects the most responsive of two (2) vendors.

90-07-16

EFFECT OF PASSAGE: To be used for by-pass pumping when a sewer line needs to be worked on.

EFFECT OF NON-PASSAGE: Continue to go to outside sources and rent equipment.

MONIES INVOLVED: Deeds Equipment $29,678.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: WPC Maint 514-533-B101-4444

PRIOR APPROVAL: YES DATE: 7/10/90
(IF APPLICABLE)

BILL NO. S-90-07-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #948 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and DEEDS EQUIPMENT COMPANY, INC. for the Water Pollution Control Maintenance Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Paul M. Burns			
Thomas E. Henry			
Samuel J. Talarico			
Mark E. Long			

DATED: 7-24-90.

Sandra E. Kennedy
City Clerk